

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF MARION)
 CAUSE NO.

ELBERT COLEMAN,
 Plaintiffs,
v.

COINBASE INC,
1 Ferry Building, Suite 200
San Francisco, CA 94111
legal@coinbase.com

Defendant,

PARTIES

1. **Plaintiff**, Elbert Coleman III, is a resident of Indianapolis, Indiana, and maintains a mailing address at P.O. Box 681546, Indianapolis, IN 46268.
2. **Defendant**, Coinbase, Inc., is a Delaware corporation with its principal place of business at 1 Ferry Building, Suite 200, San Francisco, CA 94111. Coinbase conducts business nationwide, including in the State of Indiana.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to Indiana Code § 33-28-1-2, as the claims arise under Indiana law and the amount in controversy exceeds the jurisdictional minimum.
4. Venue is proper in Marion County under Indiana Trial Rule 75(A)(2) because the Plaintiff resides in this county, and the events giving rise to this complaint occurred here.

FACTUAL ALLEGATIONS

5. Plaintiff maintained an account with Coinbase and was an active subscriber to Coinbase One at all relevant times.

Plaintiff discovered unauthorized transactions on his Coinbase account, including but not limited to:

- Unauthorized transfer of **709,000 XCN coins**, valued at approximately **\$35,450.00**, @ **price .05**, all time high 2025.
 - Unauthorized withdrawal of **\$4,600.00** in U.S. currency.
6. Plaintiff promptly reported these unauthorized transactions to Coinbase via their support chat line and phone call to Coinbase dispute agent, for which Coinbase never followed the laws in place to protect the consumer and after the violations of **Regulation E** and **ETA (Electronic Transfer Act)** Two Coinbase agents assured Plaintiff that the funds would be returned to his account by the end of the day on **March 26, 2025**.
7. Despite these assurances and multiple follow-up communications, Coinbase failed to return the funds or provide any resolution.
8. Plaintiff was enrolled in Coinbase One, which, according to Coinbase's representations, offers protection against unauthorized transactions, including full reimbursement.
9. Coinbase's failure to refund the unauthorized transactions constitutes a breach of its obligations under Coinbase One and violates federal regulations governing electronic fund transfers.

CAUSES OF ACTION

Count I – Violation of the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.)

11. Plaintiff incorporates by reference paragraphs 1 through 10 as if fully set forth herein.

12. Under the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E (12 C.F.R. § 1005.11), financial institutions are required to investigate and resolve errors involving unauthorized electronic fund transfers.

13. Coinbase failed to:

a. Provide provisional credit within 10 business days of receiving notice of the unauthorized transactions.

b. Complete an investigation within 45 days.

c. Report the results of the investigation to Plaintiff within three business days after completion.

14. Coinbase's actions constitute violations of the EFTA and Regulation E, entitling Plaintiff to actual damages, statutory damages, and attorney's fees.

Count II – Breach of Contract

15. Plaintiff incorporates by reference paragraphs 1 through 14 as if fully set forth herein.

16. Plaintiff entered into a contractual agreement with Coinbase, which included the terms of Coinbase One.

17. Coinbase breached this contract by failing to provide the promised protections and reimbursements for unauthorized transactions.

18. As a result, Plaintiff suffered financial losses and other damages.

Count III – Negligence

19. Plaintiff incorporates by reference paragraphs 1 through 18 as if fully set forth herein.

20. Coinbase owed a duty of care to Plaintiff to safeguard his account and funds against unauthorized access.

21. Coinbase breached this duty by failing to implement adequate security measures and by not promptly addressing the unauthorized transactions.

22. This negligence resulted in financial harm to Plaintiff.

Count IV – Deceptive Consumer Sales Practices (Indiana Code § 24-5-0.5-3)

23. Plaintiff incorporates by reference paragraphs 1 through 22 as if fully set forth herein.

24. Coinbase engaged in deceptive acts by misrepresenting the protections offered under Coinbase One and failing to honor its commitments.

25. These actions violate Indiana's Deceptive Consumer Sales Act, entitling Plaintiff to damages and other relief.

Count V – Treble Damages Pursuant to Indiana Code § 34-24-3-1

26. Plaintiff incorporates by reference paragraphs 1 through 25 as if fully set forth herein.

27. Under Indiana Code § 34-24-3-1, a person who suffers a pecuniary loss as a result of a violation of certain criminal statutes, including those related to property offenses, may bring a civil action to recover up to three times the actual damages sustained, as well as costs and attorney's fees.

28. Coinbase's actions, as described above, constitute violations that have resulted in pecuniary loss to Plaintiff.

29. Therefore, Plaintiff is entitled to treble damages under Indiana law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Award compensatory damages in the amount of **\$40,000.00** for the unauthorized transactions.

B. Award treble damages pursuant to Indiana Code § 34-24-3-1, for which treble damages applied to the loss total in the amount of **\$120,000.00**.

C. Award additional damages for emotional distress, loss of use of funds, and other consequential damages, in the amount of \$200,000.00.

D. Award statutory damages, attorney's fees, and costs pursuant to the EFTA and Indiana law.

E. Total amount of damages without attorney's fees, in the amount of **\$360,000.00**.

F. Grant such other and further relief as the Court deems just and proper such as **punitive damages** to prevent further violations by Coinbase Inc., if the Court deems proper.

Respectfully submitted,

//ss: Elbert Coleman

Elbert Coleman

CERTIFICATE OF SERVICE

I hereby certify that our firm sent a copy of this complaint by US certified mail to the opposing parties on this **12th day of April, 2025**.

Respectfully submitted,

/s/ Elbert Coleman

Elbert Coleman

Distribution:

**Coinbase, Inc.
1 Ferry Building, Suite 200
San Francisco, CA 94111
legal@coinbase.com**